

Agreement for Macular Society Research Grant

Funds (“**Grant**”) provided by the Macular Society to **XXX** (“**Grant Holder**”) for activities specified herein (the “**Project**”) are subject to the following terms and conditions (“**Agreement**”):

1. Summary of Project and Contact Details

Project title:	
Project summary:	See summary shown in Appendix 1
Grant Holder Address:	
Contact details for Grant Holder Administrator: Address: Email: Phone:	
Proposed Project Start Date:	
Project Duration:	
Project Research Staff:	

Principal Investigator	
Co-investigators:	
Collaborators:	
Grant Amount Awarded:	

2. Summary of Financial Support provided under the Grant

Scientific or clinical staff costs	
Consumables expenses	
Other expenses	
Total sum	

3. Definitions

Without limiting definitions shown elsewhere in this Agreement, the following words and phrases shall have the following meanings unless the context requires otherwise:

Accepted Application means the version of application in respect of the Project submitted by the Grant Holder and accepted for funding by the Macular Society.

AMRC Guidelines means the advice, guidance and best practice published by the Association of Medical Research Charities (<https://www.amrc.org.uk/>).

Background means any and all inventions, discoveries, materials (including biological and chemical materials), know-how, technologies, products, data, algorithms, software, patents, databases, copyright, other Intellectual Property Rights used in the Project, other than Results and Results IPR, and which is owned or controlled by (as applicable) Grant Holder or a Collaborator.

Data Protection Legislation means applicable data protection legislation, including in the United Kingdom the Data Protection Act 2018 and GDPR, and any legislation implementing the same.

GDPR means the General Data Protection Regulation ((EU) 2016/679) as it applies in the United Kingdom after the end of the transition period (as set out in Article 126 of the EU-UK Withdrawal Agreement) by virtue of section 3 of the European Union (Withdrawal) Act 2018.

Grant means the funding provided by the Macular Society to the Grant Holder to support the Project.

Intellectual Property Rights or **IPR** means patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, applications (including all divisionals, continuations, reissues, extensions, registrations and supplementary protection certificates) for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.

Macular Society means The Macular Disease Society, a company limited by guarantee registered in England and Wales (02177039) and a charity registered in England and Wales (1001198), Scotland (SCO42015) and Isle of Man (1123) with its registered address at Crown Chambers, South Street, Andover SP10 2BN, United Kingdom.

Project means the research project and related activities set out in the Accepted Application and summarised in Appendix 1 of this Agreement.

Representatives means a party's directors, trustees, officers, employees, students and agents.

Results means any and all inventions, discoveries, materials (including biological and chemical materials), technologies, products, data, algorithms, software, patents, databases, copyright, other intellectual property and know-how arising from conduct of the Project.

Results IPR means the IPR in the Results.

Serious Adverse Event means any adverse event or adverse reaction during any clinical study that results in death, is life threatening (being an event in which the subject was at risk of death at the time of the event), requires hospitalisation or prolongation of existing hospitalisation, or is anticipated to result in persistent or significant disability or incapacity, a congenital anomaly or birth defect.

4. Project and use of the Grant

4.1 The Grant Holder shall use reasonable efforts to ensure the Project commences on the proposed Project start date set out in Section 1 above. If (for whatever reason) Grant Holder believes the Project may not commence on the date set out in Section 1 above, the procedure set out in Section 10.1 shall apply.

4.2 The Grant Holder shall use the Grant solely for the Project (summary appended to this Agreement as Appendix 1) and in the manner described in the Accepted Application.

4.3 As between the Grant Holder and the MACULAR SOCIETY, the Grant Holder shall be solely responsible for the Project. For the avoidance of doubt, the MACULAR SOCIETY will not act as sponsor of the Project.

4.4 Without limiting the generality of Section 4.3, the Grant Holder shall:

4.4.1 ensure the Project is carried out under the direction of the Principal Investigator and in accordance with all applicable legal, health and safety, ethical and regulatory requirements (including in relation to the registration and reporting of clinical trials and Clinical Practice Standards);

4.4.2 be responsible for obtaining all approvals, consents, permissions, authorisations and licences necessary to conduct the Project;

4.4.3 at all times ensure that adequate and appropriate protocols, procedures and other necessary arrangements are in place to ensure that any Serious Adverse Event arising in respect of any clinical activity undertaken in the course of the Project is promptly identified, and that the Grant Holder and (as applicable) Principal Investigator, Co-investigators and/or Collaborator(s) appropriately respond to such Serious Adverse Event;

4.4.4 ensure the Project is undertaken with a view to safeguarding vulnerable groups (including children) involved in or otherwise impacted by the Project. The Grant Holder shall ensure the MACULAR SOCIETY is notified (without undue delay) of any safeguarding incidents, allegations or concerns arising from or relating to the Project; and

- 4.4.5 ensure that any part of the Project involving the removal/collection, retention and disposal of human organs and tissue from live donors or at post-mortem and which is covered in either case by the Human Tissue Act 2004 for England, Wales and Northern Ireland or the Human Tissue (Scotland) Act 2006 (as amended and any subsequent relevant acts, respectively) must be carried out in accordance with the guidance issued by the Human Tissue Authority, Human Fertilisation and Embryo Authority (or their successors) and the Department of Health.
- 4.5 As between the Grant Holder and the MACULAR SOCIETY, the Grant Holder shall be responsible for:
- 4.5.1 ensuring that (during the period of the Project) sufficient resources are dedicated to support the Project;
- 4.5.2 ensuring formal written procedures are in place for the handling of allegations of research misconduct and fraud and make those procedures available to the MACULAR SOCIETY upon request; and
- 4.5.3 notify the MACULAR SOCIETY at the earliest opportunity after becoming aware of any allegations of research misconduct and/or fraud connected in any way with the Project, as well as the progress and outcome of any ensuing investigation into the misconduct.
- 4.6 As between the Grant Holder and the MACULAR SOCIETY, it is the responsibility of the Grant Holder to ensure all Project activities adhere to the Data Protection Act 2018 (as amended and any subsequent legislation and guidance) and to take all appropriate safeguards with personal data, in line with the Grant Holder's policies and/or applicable law (which ever provides the highest level of data subject rights).
- 4.7 As between the Grant Holder and the MACULAR SOCIETY, the Grant Holder shall be responsible for ensuring the Principal Investigator, Co-investigator(s), Collaborator(s), Grant Holder's other Representatives and other individuals organisations involved in the conduct of the Project are made aware of and comply with this Agreement (other than provisions of this Agreement that are specific to the Grant Holder).

5. Disbursement of Grant

- 5.1 Disbursement of the Grant will be conditional on the Grant Holder providing timely and accurate reports to the MACULAR SOCIETY as described in Section 6 below.

- 5.3 A percentage of the total Grant amount will be retained by MACULAR SOCIETY and disbursed to the Grant Holder only following submission of the interim and final reports as directed in Section 6, provided such reports are in a form acceptable to the MACULAR SOCIETY.
- 5.4 Payment of the Grant will be phased and will be paid on acceptance of submitted reports in accordance with the following schedule:

Notification of Project start:	40%
Acceptance of Year 1 interim report:	20%
Acceptance of Year 2 interim report:	20%
Acceptance of Project end final report:	20%

6. Reports

- 6.1 The following written financial reports and narrative accounts of the Project must be provided by the Grant Holder to the MACULAR SOCIETY in accordance with timetable set out below:

6.1.1 At 12 month intervals from the start date of the Project:

- An interim report for the Research Committee, giving an update on the progress of the Project and expenditure of the Grant to date. A template report form will be provided by MACULAR SOCIETY for this purpose.

6.1.2 On Completion of the Project:

- A final written narrative and financial report on the Project, including utilisation of the Grant to support the Project. This must be submitted within three months after Project completion, the balance of the Grant will be released following MACULAR SOCIETY's acceptance of this report. A template final report form will be provided by MACULAR SOCIETY.

6.1.3 Following Completion of the Project:

- The Grant Holder also agrees to take part in any post-Project surveillance which the MACULAR SOCIETY may undertake to monitor the impact of research funds provided to support the Project.

- 6.2 In addition to providing the reports required by Section 6.1, the Grant Holder also agrees to provide any *ad hoc* progress reports as may be reasonably requested by the MACULAR SOCIETY during the Project period. The format of these reports will be agreed with the Grant Holder on a case-by-case basis.

6.3 The Grant Holder agrees that any reports provided under this Section 6 may be shared by the MACULAR SOCIETY confidentially with specific donors or donor organisations to fulfil the MACULAR SOCIETY's reporting and other requirements in relation to the Grant.

7. Funded extensions and no cost extensions

During approved funded and no-cost extensions of the Project, reporting requirements shall apply to any such additional funding/no-cost extension as set out in Section 6 above.

8. Monitoring of Grant expenditure

8.1 All receipts from suppliers paid from the Grant must be filed and maintained at the disposal of MACULAR SOCIETY. An inspection may be carried out by MACULAR SOCIETY at any stage of the Project and for a period of one year after the completion (or discontinuance) of the Project.

8.2 The Grant Holder shall retain all financial books and records related to expenditure of the Grant for at least six (6) years after the completion (or discontinuance) of the Project.

9. Capital items funded by the Grant

9.1 For items priced over £2,500 that are purchased (in full or in part) with the Grant, proof must be submitted (on request) to the MACULAR SOCIETY that the best possible value for money was obtained for each such purchase (e.g. by choosing the best of 3 quotations for each item).

10. Project modification

10.1 In the event that the Grant Holder wishes to make any modification or change in or regarding the Project, including any change to the proposed Project start date, reallocation of the Grant from that shown in Section 2 above and/or no-cost extension(s) of the Project, the Grant Holder must seek prior written approval from MACULAR SOCIETY.

10.2 Failure to comply with Section 10.1 will be regarded as a breach of the Agreement and may result in (at MACULAR SOCIETY's discretion): (a) the immediate termination of the Grant; or (b) the reduction or withholding of all following instalments of the Grant until the breach has been remedied to the MACULAR SOCIETY's satisfaction; or (c) if the breach is first identified in the final report submitted to the MACULAR SOCIETY

pursuant to Section 6.1.2, an obligation to re-pay to the MACULAR SOCIETY the amount of the Grant used to support unauthorised costs/activities.

11. Under-expenditure or over-expenditure

- 11.1 Any annual under-expenditure of the Grant that has already been transferred to the Grant Holder will automatically be deducted from the next instalment of the Grant paid by the MACULAR SOCIETY, unless specific approval to utilise the carry forward is obtained from the MACULAR SOCIETY.
- 11.2 Unless otherwise agreed by the MACULAR SOCIETY in writing, the maximum value of the Grant is limited to the amount set out in Section 1 above. The MACULAR SOCIETY will not be liable for any over-expenditure related to Project activities nor for any increase in staff costs during the Project.

12. Reimbursement of funding

- 12.1 Upon completion or earlier termination of the Project, all Grant funds received by the Grant Holder but not legitimately expended (or otherwise irrevocably committed) before that date in accordance with Section 4 shall be promptly remitted back to MACULAR SOCIETY, unless an application to utilise these funds to support other activities has been approved in writing by the MACULAR SOCIETY.
- 12.2 Where the Grant Holder wishes to obtain the approval to use any part of the Grant other than to support the Project in accordance with Section 4 above, the Grant Holder shall submit an application to the MACULAR SOCIETY seeking approval (at the MACULAR SOCIETY's discretion) of the same. Any such applications shall include a narrative justification and a budget.

13. Cancellation and termination of the Grant

- 13.1 MACULAR SOCIETY may at any time cancel or terminate the Grant (in whole or in part) and this Agreement if it believes (at its sole discretion) that it has good cause to do so, which includes (but is not limited to) the following circumstances:
- If the Project has not commenced, and legitimately incurred expenditure, within six (6) months after the proposed Project start date set out in Section 1 above.
 - If (without the prior written agreement of the MACULAR SOCIETY) all or part of the Grant is used for purposes other than those of the Project in accordance with Section 4.
 - If the Grant Holder fails to rectify (to the MACULAR SOCIETY's satisfaction) any breach of this Agreement within thirty (30) days of being informed of that breach by the MACULAR SOCIETY.

- If any substantial modification or change, which is made without the MACULAR SOCIETY's prior written approval, is made in or regarding the Project. This includes (but is not limited to) any change in Project activities from those set in the Accepted Application and any unauthorised reallocation of the Grant from that shown in Section 2 above.

13.2 The Grant Holder shall promptly notify the MACULAR SOCIETY if at any time the Principal Investigator, any Co-investigator and/or other key personnel involved in conduct of the Project is unable or unwilling to continue to be involved in the Project ("**Key Personnel**"). Within three (3) months after the date of that notice, the Grant Holder will inform the MACULAR SOCIETY of a successor to such Key Personnel. The MACULAR SOCIETY will not unreasonably refuse to accept the successor, but if the successor is not acceptable to the MACULAR SOCIETY on reasonable grounds, or if the Grant Holder (or Collaborator) cannot find a successor, either the Grant Holder or the MACULAR SOCIETY may terminate the Grant and this Agreement by giving the other not less than thirty (30) days' written notice. For clarity, the MACULAR SOCIETY shall be entitled to suspend further payments of the Grant until a successor to the Key Personnel acceptable to the MACULAR SOCIETY has been appointed.

13.3 Except where due to breach of this Agreement, cancellation or termination of the Grant (whether in whole or in part) and this Agreement shall be effected by the MACULAR SOCIETY giving three (3) months' notice to the Grant Holder. The Grant Holder shall then, upon demand by MACULAR SOCIETY and in accordance with Section 12.1 above, promptly return all or part of the Grant funds received from the MACULAR SOCIETY.

13.4 The Grant Holder acknowledges that any mismanagement of Grant funds and unjustified delays in Project reporting shall have a bearing on the approval of any future support to research projects submitted by the Grant Holder to the MACULAR SOCIETY.

14. Responsibility, Liability and Indemnification

14.1 Other than provision of the Grant in accordance with this Agreement, the MACULAR SOCIETY accepts no responsibility, financial or otherwise, for any expenditure (or liabilities arising out of such expenditure) in respect of the Project.

14.2 MACULAR SOCIETY and MACULAR SOCIETY's Representatives shall not be responsible or liable for any and all claims, actions, losses and damages (including legal fees) which may arise in connection with the implementation of the Project.

- 14.3 MACULAR SOCIETY and MACULAR SOCIETY's Representatives shall not be held responsible or liable for any and all claims arising from any personnel involved in the conduct of the Project or from any Health and Safety policies applied by the Grant Holder to the Project or claims by any of the Grant Holder's Representatives.
- 14.4 Without limiting the foregoing, the MACULAR SOCIETY will not be liable for and shall not indemnify the Grant Holder, Collaborator(s), the Principal Investigator, Co-investigator(s), any other Grant Holder Representatives or any other person associated with the Project against any claims for compensation or against any claims for which the Grant Holder may be liable as an employer.
- 14.5 The Grant Holder shall indemnify and keep fully indemnified the MACULAR SOCIETY, MACULAR SOCIETY's Representatives and any co-funders of the Grant (each an "**Indemnified Person**") from and against all claims, damages and losses (including all fines, penalties, damages and liabilities payable or owing to any person) together with all costs and expenses (including legal and other professional fees) ("**Losses**") which may be suffered or incurred by an Indemnified Person arising out of, or in connection with, any claim threatened or made (whether or not involving any legal action or proceedings) by any person (howsoever arising) against any Indemnified Person arising from or occurring as a result of the conduct of the Project (a "**Third Party Claim**"), except if and to the extent such Third Party Claim is the result of the Indemnified Person's gross negligence or wilful misconduct.

15. Use of animals

- 15.1 The Grant Holder acknowledges and agrees that all experimental programmes supported by MACULAR SOCIETY must only use animals where there are no alternatives.
- 15.2 The Grant Holder further acknowledges and agrees that the MACULAR SOCIETY will only support the use of animals in the Project:
- where no valid alternative exists;
 - where regard to animal welfare is a priority for the Grant Holder;
 - where the Grant Holder considers the possibilities to advance the refinement, reduction and replacement of animal use throughout the Project.
- 15.3 Where a Project activity involves the use of animals, the Grant Holder must implement the principles in the cross-funder guidance "*Responsibility in the Use of Animals in Bioscience Research*" (document available at www.nc3rs.org.uk).
- 15.4 Grant Holder shall ensure individuals using animals for the Project make use of the NC3Rs ARRIVE guidelines when designing their experiments. The Grant Holder shall

also ensure that, as far as reasonably, possible such individuals report such animal-based studies in accordance with ARRIVE guidelines, taking into account the specific editorial policies of the journal concerned.

16. Publications and Publicity

- 16.1 The Grant Holder acknowledges that the MACULAR SOCIETY, as a medical research charity, is under an obligation to ensure that the results of research, which it funds in part or in whole, are used for the public good. In some circumstances, this obligation may be best achieved through the publication/presentation of Results in accordance with this Section 16 and in other circumstances via the protection of the Intellectual Property Rights in the Results and commercial exploitation of the same in accordance with Section 17.
- 16.2 Subject to Section 17.1, The Grant Holder shall ensure timely publication/public presentation of the Results, including via (as appropriate) publication in an appropriate scientific journal and/or presentation at an appropriate scientific conference.
- 16.3 Copies of any articles or scientific papers published and details of presentations at scientific conferences reporting Results should be sent to the MACULAR SOCIETY at the time they are accepted for publication/presentation. The support of the MACULAR SOCIETY must be suitably recognised in each such publication/presentation. The MACULAR SOCIETY shall have an irrevocable, non-exclusive, sub-licensable, royalty free right to use (for the MACULAR SOCIETY's non-commercial, charitable activities (including but not limited to use for fundraising in furtherance of the MACULAR SOCIETY's charitable aims) any rights the Grant Holder, Collaborator, Principal Investigator and/or Co-investigators may have/retain in any publication and/or presentation reporting the Results.
- 16.4 The Grant Holder agrees that any publications and details of presentations provided under this Section 16 may be listed on the MACULAR SOCIETY's website and/or shared by the MACULAR SOCIETY with specific donors or donor organisations to fulfil the MACULAR SOCIETY's reporting and other requirements in relation to the Grant.
- 16.5 The Grant Holder agrees that the MACULAR SOCIETY may, from time to time, cite the Grant and the Project as an example of the research it funds when applying to potential donors for financial support or when reporting to the relevant charity regulator(s) and/or the Association of Medical Research Charities. Personal data included in such citations will be processed in line with the Data Protection Act 2018 (as amended).
- 16.6 The Grant Holder acknowledges that the provision of funding to support research (including the Grant) is dependent upon the MACULAR SOCIETY's fund-raising

activities. The Grant Holder agrees that the Principal Investigator (and/or other Grant Holder personnel involved in the Project) will support these activities (on an *ad hoc* and mutually agreed basis) by assisting the MACULAR SOCIETY to communicate (including to the public and potential donors) the aims, results and impact of the funding provided under the Grant.

17. Results and Intellectual Property Rights

- 17.1 The Grant Holder acknowledges that the MACULAR SOCIETY, as a medical research charity, is under an obligation to ensure that the results of research, which it funds in part or in whole, is used for the public good. The Grant Holder further acknowledges that, in many circumstances, this obligation may be best achieved through the protection of intellectual property and commercial exploitation of the Results and Results IPR in accordance with this Section 17.
- 17.2 The Grant Holder agrees that All Results and the Intellectual Property Rights in such Results must be considered both for patent protection and as a potential revenue source by the appropriate authority (e.g. Technology Transfer Office/Company) of the Grant Holder. Publication of the Results must be delayed until such consideration (and until a patent application has been prepared and filed, if there is to be such) has been completed. However, no unnecessary delay should be allowed to occur before publication is sought. If the delay in seeking publication of specific Results is likely to be more than six (6) months from the completion of the Project or earlier termination of the Grant, the MACULAR SOCIETY's written approval for such delay must be obtained.
- 17.3 The Grant Holder confirms and undertakes as follows:
- 17.3.1 all persons working on the Project (including the Principal Investigator, Co-investigators and other employees, students, visiting workers, service providers and subcontractors) are or will be employed, retained or otherwise engaged to work on the Project by (as applicable) Grant Holder or Collaborator on terms that vest in the (as applicable) Grant Holder or Collaborator all right, title and interest in and to the Results, including IPR in the Results; and
- 17.3.2 save to the extent disclosed in writing to the MACULAR SOCIETY by Grant Holder prior to the date of this Agreement or commencement date of the Project (whichever is the later) after making reasonable enquiry, on that date no third party (other than a Collaborator) has any right with respect to any Results or IPR in the Results (including but not limited to any rights that would prevent the further development and commercialisation of the Results or IPR in the Results);

- 17.3.3 The Grant Holder shall (in conjunction with any Collaborators) develop and implement strategies and procedures for the identification, protection, management and exploitation of the Results (including IPR in the Results) in furtherance of the charitable aims of the MACULAR SOCIETY. For clarity, the Grant Holder shall ensure such strategies and procedures are consistent with, and enable fulfilment of, this Agreement. The Grant Holder shall provide the MACULAR SOCIETY with a copy of such strategy and procedures (in reasonable detail) following written request;
- 17.3.4 The Grant Holder shall not engage in, or acquiesce to, (or permit a Collaborator to engage in or acquiesce to) any agreement or arrangement which would hinder or frustrate the ability of the Grant Holder (either alone or in conjunction with Collaborator/s) to protect, manage, develop and commercialise the Results (including IPR in the Results) in furtherance of the charitable aims of the MACULAR SOCIETY; and
- 17.3.5 The Grant Holder shall promptly disclose to the MACULAR SOCIETY any Results and Results IPR that are capable of intellectual property protection and/or commercialisation and shall provide details of how the Grant Holder or a Collaborator (the “**Commercialisation Lead**”) proposes to protect and commercialise such Results and Results IPR. Without limiting Section 17.4, the Commercialisation Lead shall consult with the MACULAR SOCIETY to decide whether the proposed protection and commercialisation of such Results and Results IPR is an appropriate means of achieving public benefit in furtherance of the aims of the MACULAR SOCIETY.
- 17.4 The Results and Results IPR may not be commercially exploited in any way without the prior written agreement of MACULAR SOCIETY. Such agreement may be refused at MACULAR SOCIETY’s absolute discretion. Any consent provided by the MACULAR SOCIETY will be conditional upon the Commercialisation Lead, as a minimum:
- 17.4.1 undertaking to adhere to a reasonable strategy, approved by the MACULAR SOCIETY, for the protection, management and commercialisation of the relevant Results and Results IPR;
- 17.4.2 paying the MACULAR SOCIETY a reasonable proportion of any revenue realized from any such commercial use of the Results (including, but not limited to, any revenue, equity or sums received which derive from the disposal or other realisation of any equity obtained from a third party in consideration for the grant of the relevant rights in Results or Results IPR). The share of revenue due to the MACULAR SOCIETY shall be agreed by the parties in good faith on a case-by-case basis and after giving due consideration to the AMRC Guidelines. Where the MACULAR SOCIETY is the sole external funder of the Project, such revenue share in favour of

the MACULAR SOCIETY is currently expected to be fifty percent (50%) of any income (after deduction of: (i) external patent and legal costs and (ii) tax incurred by the Commercialisation Lead other than income tax in respect of that income) received by the Commercialisation Lead from any commercialisation of the relevant Results and Results IPR. MACULAR SOCIETY acknowledges that research leading to commercially exploitable Results and Results IPR is likely to have been funded by more than one external funder in which case the aforementioned share of revenue shall be pro-rata calculated to take into account: (a) the inventive contribution of the researcher which contributed to such Results and Results IPR; followed by (b) the proportionate funding contributions of MACULAR SOCIETY and other third-party funders of such researchers. In these cases, the Commercialisation Lead shall identify the proportionate funding contributions of the various external funders to the generation of such Results and provide MACULAR SOCIETY with reasonable evidence of such calculations. Internal funding, overhead or other indirect costs of the Grant Holder or any Collaborator(s) will not be taken into account for the purpose of these calculations. For the avoidance of doubt, the MACULAR SOCIETY shall not be liable for the reward of personnel (including students, visiting workers, service providers and subcontractors) that work on the Project and the Commercialisation Lead shall be solely responsible for all payments which may be due to such personnel after the deduction of the MACULAR SOCIETY's share of the commercialisation revenues;

- 17.4.3 ensuring any agreement granting rights to use Results and/or Results IPR for commercial purposes does not prevent the Grant Holder, Collaborator(s), Principal Investigator or Co-investigators from complying with any requirement of this Agreement, including not but not limited the rights granted to the MACULAR SOCIETY under this Agreement;
- 17.4.4 ensuring any agreement granting rights to use Results and/or Results IPR for commercial purposes requires the commercial rights holder to proceed diligently and in good faith to develop and commercially exploit the corresponding Results and Results IPR for public benefit in furtherance of the charitable aims of the MACULAR SOCIETY;
- 17.4.5 requiring the commercial rights holder to provide the Commercialisation Lead with written reports (at least annually) describing all past, current and projected activities taken or to be taken by the rights holder to develop and commercially exploit the Results and Results IPR, including where applicable for public benefit in furtherance of the charitable aims of the MACULAR SOCIETY;
- 17.4.6 ensuring any such commercial rights agreement permits the Commercialisation Lead to share (under confidential cover) such agreement and any reports received under that agreement with the MACULAR SOCIETY; and

- 17.4.7 entering into a separate agreement with the MACULAR SOCIETY that sets out the Commercialisation Lead's acceptance of conditions associated with the MACULAR SOCIETY's consent.
- 17.5 If the Grant Holder (or Collaborator) does not wish to protect, manage or exploit any Results and/or Results IPR capable of commercialisation or if the Commercialisation Lead fails (within five (5) years from date of the agreement foreseen by Section 17.4.7) to comply with the agreed strategy for the protection, management or commercialisation of Results and/or Results IPR, the MACULAR SOCIETY may (at its sole discretion) require (as applications) Grant Holder or Commercialisation Lead to:
- 17.5.1 take immediate steps to: (a) protect the Intellectual Property Rights in such Results at the MACULAR SOCIETY's expense; and/or (b) commercialise said Results and associated Results IPR in accordance with the agreed strategy; or
- 17.5.2 if the MACULAR SOCIETY wishes to assume the responsibility for the protection, management or exploitation of such Results and/or Results IPR:
- (a) immediately transfer all rights to protect and/or commercialise said Results and/or Results IPR to the MACULAR SOCIETY; and
 - (b) if the MACULAR SOCIETY requires the use of any Background in order to exercise its rights in the relevant Results and/or Results IPR then, provided the (as applicable) Grant Holder and/or Collaborator is free to license the Background in question, such party will not unreasonably refuse to grant or delay granting a commercial licence to the MACULAR SOCIETY so that the MACULAR SOCIETY (and/or its licensees) may use such Background for the purpose of exercising its rights to commercialise said Results and/or Results IPR.
- 17.6 Where the MACULAR SOCIETY requires that rights to protect and/or commercialise certain Results and/or Results IPR are transferred to the MACULAR SOCIETY pursuant to Section 17.5.2 (a):
- (a) the (as applicable) Grant Holder and/or Collaborator shall promptly do, and will ensure that any third party acting on its behalf do, all acts reasonably required to effect such transfer and/or to assist the MACULAR SOCIETY in the protection, management and exploitation of such Results and/or Results IPR; and
 - (b) the revenue sharing provisions set out in Section 17.4.2 will be modified *mutatis mutandis*.
- 17.8 If the Grant Holder and/or any Collaborator wishes to use any third party ("**Third Party TTO**") to carry out its obligations with respect to this Section 17 and details of such Third Party TTO have not been included in the Accepted Application, then the Grant Holder must provide such details to the MACULAR SOCIETY and obtain the

MACULAR SOCIETY's prior written approval of such Third Party TTO. Such approval shall not be unreasonably refused or delayed, provided such Third Party TTO agrees to undertake such obligations in compliance with this Agreement, including this Section 17.

- 17.9 Subject to the obligations of confidentiality unless and until the corresponding Results are first published or otherwise publicly disseminated in accordance with Section 16, the Grant Holder hereby grants the MACULAR SOCIETY an irrevocable, non-exclusive, sub-licensable, royalty free licence to use all Results for the MACULAR SOCIETY's non-commercial, charitable activities (including but not limited to use for fundraising in furtherance of the MACULAR SOCIETY's charitable aims). For the avoidance of doubt, this licence will remain in effect for the duration of the Intellectual Property Rights in the corresponding Results notwithstanding the expiry or earlier termination of the Grant or this Agreement.
- 17.10 In the event that Results are materials that can be used as research tools/reagents (like animal models, cell lines, tissues or assays) are generated, developed or validated (whether in whole or in part) in the course of the Project ("**Research Tools**"), such Research Tools must be made available to non-commercial third parties for bona fide academic or not-profit research not later than the date on which details of the Research Tools (or Results arising from use of such Research Tools) are first published in accordance with Section 16. Whilst MACULAR SOCIETY anticipates the Grant Holder and its Collaborator(s) will make Research Tools available to a non-commercial third party for such purpose without levying any licence or administrative fee, this shall not prevent the Grant Holder and its Collaborator(s) from recovering costs specifically incurred to make such provision that are not recoverable from the Grant.

18. Remittance and receipt of Grant funds

The Grant funds shall be remitted to the bank account of the Grant Holder designated in writing by the Grant Holder. No Grant funds shall be paid into personal bank accounts. Upon receipt of each instalment of the Grant funds, the Grant Holder shall furnish MACULAR SOCIETY with the original copy of a written acknowledgement of receipt in a form specified or approved by MACULAR SOCIETY.

19. Dispute Settlement

- 19.1 If a dispute (a "**Dispute**") arises out of or in connection with the Grant and/or this Agreement (including in relation to any non-contractual obligations) the Grant Holder

or the MACULAR SOCIETY may serve a written notice (a “**Referral Notice**”) on the other party.

- 19.2 Following service of a Referral Notice in relation to a Dispute, that Dispute will be referred for resolution to the Chief Executive Officer or other senior manager for the time being on behalf of the MACULAR SOCIETY and the Chief Executive Officer or other senior manager for the time being on behalf of the Grant Holder. Those representatives will meet at the earliest convenient time and in any event within twenty-eight (28) days of the date of service of the relevant Referral Notice and will attempt to resolve the Dispute.
- 19.3 Subject to Section 16.4, the procedures set out in Sections 19.1 and 19.2 will be followed prior to the commencement of any proceedings by the Grant Holder or the MACULAR SOCIETY in relation to a Dispute. However, if a Dispute is not resolved within twenty-eight (28) days of the date of service of the relevant Referral Notice each such party may commence proceedings in accordance with Section 20.
- 19.4 Nothing in Sections 19.1 or 19.2 will prevent or delay either the Grant Holder or the MACULAR SOCIETY from:
- (a) seeking orders for specific performance, interim or final injunctive relief;
 - (b) exercising any rights it has to terminate this Agreement; and/or
 - (c) commencing any proceedings where this is necessary to avoid any loss of a claim due to the rules on limitation of actions.

20. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with English law. Subject to the dispute resolution procedure set out in Section 19, the MACULAR SOCIETY, Grant Holder and the Collaborator(s) irrevocably submit to the jurisdiction of the English courts to settle any disputes arising out of or in connection with the Grant, including arising out of or in connection with this Agreement.

21. Miscellaneous

- 21.1 This Agreement shall come into force on the date of signature by both the Grant Holder and the MACULAR SOCIETY and thereafter shall, unless and until terminated earlier in accordance with this Agreement, remain in full force and effect until completion of the Project and fulfilment of all obligations hereunder.
- 21.2 The Grant Holder shall, and shall ensure that the Principal Investigator and Co-investigators fully co-operate with the MACULAR SOCIETY’s fundraising and public

engagement programmes during the period of the Grant. This shall include (but not be limited to):

- (a) the Principal Investigator and/or Co-investigators providing presentations on Project as part of an annual conference organised by the MACULAR SOCIETY; and
- (b) the Principal Investigator and/or Co-investigators hosting up to two (2) fundraising/engagement activities during the period of the Grant (such as hosting a project visit/lab tour); and
- (c) the Principal Investigator and/or Co-investigators attending/speaking at one or more MACULAR SOCIETY fundraising event(s) and/or other event(s) organised for the MACULAR SOCIETY's supporters/stakeholders.

All such activities to be on dates and at places mutually agreed by the MACULAR SOCIETY with such individuals on a case-by-case basis.

- 21.3 This Agreement constitutes the entire agreement between the Grant Holder and the MACULAR SOCIETY with respect to its subject matter and shall have effect to the exclusion of any other representation, memorandum, agreement or understanding of any kind between the parties preceding the date of this Agreement and relating to the Grant or the Project.
- 21.4 the Grant Holder shall comply with and shall maintain in place (and shall ensure any Collaborator and Third Party TTO comply with and maintain in place) adequate procedures designed to prevent any person associated with it in relation to the Grant, the Project and the commercialisation of Results violating, the UK Bribery Act 2010 and any other applicable anti-bribery or anti-corruption laws applicable to such parties.
- 21.5 The Grant Holder shall (and shall ensure that the Collaborator/s, Third Party TTO and any persons associated with it or otherwise engaged in the performance of the Project, including the Principal Investigator and Co-investigators shall) comply with all applicable laws and codes of practice relating to anti-slavery including the Modern Slavery Act 2015.
- 21.6 Any delays in or failure of performance by the Grant Holder or the MACULAR SOCIETY under this Agreement will not be considered a breach of this Agreement if and to the extent that such delay or failure is not reasonably foreseeable by, and caused by occurrences beyond the reasonable control of that party and could not have been avoided or mitigated by contingency planning, including acts of God; acts, regulations and laws of any government; strikes or other concerted acts of workers; fire; pandemics; floods; explosions; riots; wars; rebellion; and sabotage; and any time

for performance hereunder will be extended by the actual time of delay caused by any such occurrence.

- 21.7 Any waiver given under or in relation to the Grant, the Project or this Agreement shall be in writing and signed by or on behalf of the relevant party. No failure or delay on the part of either the Grant Holder or the MACULAR SOCIETY to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.
- 21.8 Neither the Grant Holder nor the MACULAR SOCIETY shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other's behalf.
- 21.9 The Grant Holder explicitly accepts that:
- (a) all personal information that Grant Holder, Commercialisation Lead, Principal Investigator and/or Co-investigators supply to the MACULAR SOCIETY relating to the Grant, the Project and/or the protection and commercialisation of Results, including in the Accepted Application and/or reports submitted to the MACULAR SOCIETY or otherwise obtained by the MACULAR SOCIETY in accordance with this Agreement, may be used for the purposes of processing the Grant and for the purpose of audit and/or evaluation. The Grant Holder and the MACULAR Society shall comply with their respective obligations under applicable Data Protection Legislation. Any data protection terms in this Section 21.7 shall have the meaning ascribed to them by the GDPR. Personal data relating to the Principal Investigator and Co-investigators may be disclosed to and processed by external peer and/or reviewers on behalf of the MACULAR SOCIETY, some of whom may be based outside the United Kingdom and/or the European Economic Area.
 - (b) The MACULAR SOCIETY may publish the name, work address and contact details, including e-mail address of the Principal Investigator and the Co-investigators on its website or in its annual report or other publications from time to time; and
 - (c) if the Grant Holder processes or receives or otherwise has access to personal data of any MACULAR SOCIETY personnel, the MACULAR SOCIETY is the data controller and the Grant Holder is the data processor in respect thereof.
- 21.10 The Grant Holder and the MACULAR SOCIETY each agrees that it shall:
- (a) implement and maintain appropriate technical and organisational measures to meet the requirements of applicable Data Protection Legislation; and

- (b) comply with its obligations and the requirements set out under Article 28(3) of the GDPR.

The Grant Holder and MACULAR SOCIETY hereby agrees to comply with and be bound by the aforementioned terms and conditions of this Agreement.

On behalf of the Grant Holder

Signature

Date

Print Name and Position

On behalf of the Macular Society

Signature

Date

Cathy Yelf
Chief Executive
Macular Society

Appendix 1 – Summary of Project

[to be added]